

## General Contractual Photo Tour Terms and Conditions

Effective Date: October 21, 2018

Please carefully read through the following Terms and Conditions. The Contractual and Travel Terms and Conditions are an integral component of your booking at Schauptatz Ltd..

### Article 1 (Purpose)

The purpose of this Agreement is to prescribe the legal and contractual relationship between SCHAUPLATZ LTD. ("Schauplatz") and its customers when Schauptatz provides the Photo Tour for life, travel and photography.

### Article 2 (Definitions)

- ① "Photo Tour" refers to a special tour where participants may share the philosophy of Schauptatz on life and photography.
- ② "Life" refers to the classification of services Schauptatz provides its customers for a specific experience, such as workshops, tours, events, exhibitions, photo shoots and photo colloquiums.
- ③ "Photography" refers to photography in a narrow sense, which refers to photo workshops, visual experiences, and other events.
- ④ "Travel" has a meaning similar to that of workshop and is not the same as the Photo Tour described below.
- ⑤ "Customer" refers to a person seeking to participate in a Photo Tour.

### Article 3 Types and Definitions of Photo Tours

1. Domestic Photo Tour: Photo Tour inside the Republic of Korea ("Korea");
2. International Photo Tour: Photo Tour outside Korea.

### Article 4 Obligations of Schauptatz and Customers

- ① Schauptatz shall faithfully establish and implement a Photo Tour plan, which includes recommendations, introductions, transportation, accommodations, etc., so as to provide a safe and satisfying Photo Tour for its customers.
- ② Customers shall fully cooperate with Schauptatz in Schauptatz's efforts to facilitate unity between customers and maintain order during the Photo Tour, so that the Photo Tour is safe and enjoyable.

### Article 5 Agreements

- ① Photo Tours shall involve: the Photo Tour Agreement (as attached); the Terms of the Photo Tour; and a Photo Tour Schedule (or Guidebook).
- ② Schauptatz may enter into additional written agreements with its customers to the extent that they do not violate applicable law.
- ③ For International Photo Tours, Schauptatz shall provide Terms of the Photo Tour and safety information posted on the safe travel website of the Ministry of Foreign Affairs ([www.0404.go.kr](http://www.0404.go.kr)) when

Schauplatz enters into a Photo Tour Agreement with customers.

### Article 6 Delivery of Agreement and Terms

- ① When Schauptatz enters into an agreement for a Photo Tour with a customer, Schauptatz will deliver to the customer one copy each of: the Photo Tour Agreement; the Terms of the Photo Tour; and a Photo Tour Schedule (or Guidebook).
- ② In any of the following cases, Schauptatz shall be deemed to have delivered the Photo Tour Agreement, the Terms of the Photo Tour, and a Photo Tour Schedule (or Guidebook) to the customer:
  1. A customer agrees in writing to the contents of the Photo Tour Agreement, the Terms of the Photo Tour, and the Photo Tour Schedule (or Guidebook) provided through an electronic information network (such as the Schauptatz website), the customer applies (subscribes) for execution of an agreement, and Schauptatz notifies the customer of its acceptance using an electronic information network or a mechanical device; or
  2. A customer agrees to the contents of the Photo Tour Agreement, the Terms of the Photo Tour, and the Photo Tour Schedule (or Guidebook) Schauptatz provided through, including but not limited, a mechanical device, such as facsimile; the customer sends a written application that requests execution of a Photo Tour Agreement, and Schauptatz notifies the customer of its acceptance using an electronic information network or mechanical device.

### Article 7 Schauptatz Responsibilities

- ① Schauptatz shall be responsible for any damage inflicted on a customer intentionally or through negligence during a Photo Tour with regard to the obligation of Schauptatz prescribed by Paragraph 1, Article 4 above by Schauptatz; an employee of Schauptatz; a local tour agency Schauptatz has entered into an agreement with; or an employee of such a local tour agency ("local agency employee").
- ② Notwithstanding Paragraph 1 above, Schauptatz shall not be responsible for a third party tour agency or service provider (with whom the customer has entered into an agreement for a Photo Tour) that inflicts damage on a customer intentionally or through negligence.
- ③ Should any non-bodily damage be inflicted on

a customer intentionally or through negligence in accordance with Paragraph 1 above, Schauptatz's contractual liability shall be limited to twice the tour price.

### Article 8 Customer Responsibilities

- ① Customers shall be responsible for Schauptatz tools and devices provided to them during a Photo Tour. Customers shall be responsible for contamination and damage to tools and devices caused by their improper handling and care.
- ② Schauptatz is not liable for any accident a customer is involved in during a Photo Tour, or theft of or damage to customers' belongings during a Photo Tour.
- ③ Customers with objections or complaints regarding matters not covered in the Photo Tour Agreement but related to the Photo Tour must submit a written complaint no later than 1 month from the date when the relevant Photo Tour ended. Complaints submitted after 1 month elapses will not be accepted.

### Article 9 Cancellation of Agreement when Minimum Number of Participants is Not Met

- ① For Domestic Photo Tours:
  1. Schauptatz may cancel the Photo Tour or modify the schedule and content if the minimum number of participants for a Domestic Photo Tour is not met.
  2. If the minimum number of participants is not met during a 10 day period before departure, customers may change their Photo Tour to another Photo Tour. However, a customer must inform Schauptatz if he/she wishes to continue with his/her originally chosen Photo Tour. Upon receipt of such information, Schauptatz may make a new offer to the customer.
  3. If a Photo Tour is canceled through a cause not attributable to Schauptatz, such as having less than the minimum number of participants or force majeure, Schauptatz must notify the customers no later than 24 hours before the tour starts for one-day trips, or 49 hours before the tour starts for trips of 2 days or longer. In such a case, Schauptatz shall return the full contract deposit and any other fees that have been paid.
  4. If Schauptatz cancels an agreement without giving notice as prescribed in the above Paragraph because of a failure to

have the minimum number of participants, Schauplatz shall reimburse customers the contract deposit it received, as well as an amount equal to 100% of the contract deposit.

② For International Photo Tours:

1. Schauplatz may cancel a Photo Tour or modify its schedule and content if there are fewer than the minimum number of participants for the International Photo Tour.
2. When there are fewer than the minimum number of participants during a 30 day period before departure, customers may change their Photo Tour to another Photo Tour. However, a customer must inform Schauplatz if he/she wishes to continue with his/her originally chosen International Photo Tour. Upon receipt of such information, Schauplatz may make a new offer to the customer.
3. If there are fewer than the minimum number of participants for a particular International Photo Tour, Schauplatz must notify the customers of cancellation no later than 7 days before departure for the Photo Tour. In such case, Schauplatz shall return the full contract deposit and any fees that have been paid.
4. If Schauplatz cancels an agreement without giving notice as prescribed in the above Paragraph because of failure to have the minimum number of participants, Schauplatz shall pay customers the contract deposit it received, as well as the following, as applicable:
  - A. when customers are notified no later than 1 day before departure on the International Photo Tour: 30% of the Photo Tour fee; or
  - B. when customers are notified on the day of departure on the International Photo Tour: 50% of the Photo Tour fee.

**Article 10 Refusal to Execute Agreement**

In any of the following cases, Schauplatz may refuse to execute any agreement with a customer:

1. when it is acknowledged that the customer has caused trouble for other customers or has interrupted the successful implementation of a Photo Tour;
2. when it is acknowledged that the customer cannot continue with the Photo Tour because of illness or other causes; or
3. when the Photo Tour desired by the customer has the maximum number of participants (to assure customer experience, satisfaction and enjoyment).

**Article 11 Fees**

- ① Photo Tour-related fees in the Photo Tour

Agreement include the following:

1. Transportation fare (for normal travel by airplane, ship, train and/or others)
2. Transportation fare (in between airports, train stations, ports and/or hotels)
3. Accommodation and meals
4. Tour guide fee
5. All taxes required during the Photo Tour
6. Fees for domestic airports and ports
7. Entrance fees to tour destinations included in the schedule
8. Contribution to the Tourism Promotion and Development Fund
9. Other expenses arising from individual agreements.

② The customer must pay Schauplatz the contract deposit (10% of the Photo Tour fee) at the time the agreement is executed, which shall be deemed as the whole or a partial amount of the Photo Tour fee or compensation for damage.

③ When a customer receives a booking confirmation from Schauplatz after execution of the agreement, he/she must pay the Photo Tour fee in full no later than 5 days from receipt of the booking confirmation. The participants added to the participant list for a Photo Tour will be counted in the order Schauplatz receives the full payment of the Photo Tour fee.

④ If a customer fails to pay the full Photo Tour fee within 6 days from receipt of the booking confirmation, Schauplatz may cancel the applicable agreement. In this case, Schauplatz shall not return the contract deposit in Paragraph 2.

⑤ Customers shall pay the Photo Tour fee by bank transfer.

⑥ If any insurance premium for the customer is included in the Photo Tour fee, Schauplatz shall give the customer the name of the insurer and a description of coverage, etc.

**Article 12 Conditions that Warrant Modification of the Photo Tour Terms & Settlement of Fees**

① The terms of the Photo Tour under Articles 1 through 11 may be modified in any of the following cases:

1. When the customer and Schauplatz agree that it is inevitable to do so because of local circumstances or upon request of the customer, to assure customer safety and protection;
2. When the purpose of the Photo Tour cannot be achieved due to an act of God, war, government decree, or a strike or shutdown of the transportation or accommodation provider;
3. When the minimum number of participants planned by Schauplatz cannot be met;
4. When a local event occurs outside of Schauplatz's control (such as absence of the

local Photo Tour guide, fee changes by the local transportation provider [including fuel charges and safety-related taxes], a new tax is introduced or an existing tax is increased, the foreign exchange rate changes beyond a certain threshold, a value added tax is increased, etc.);

5. For International Photo Tours, if the fees to be paid to the transportation and/or accommodation provider increase or decrease by 5% or more from the time when the agreement was executed, or the foreign exchange rate of the Photo Tour fee increases or decreases by 2% or more from the time when the agreement was executed, customers may be required to pay, or be reimbursed, the difference.

② If the terms of the Photo Tour (such as destination, date(s), content, etc.) are changed as prescribed by Paragraph 1 above, Schauplatz may notify its customers no later than 15 days before the date of departure and offer an alternative, such as a full refund or renewed reservation.

③ If the Photo Tour fee increases by 15% or more as prescribed by Paragraph 1 above, Schauplatz must notify its customers no later than 15 days before the date of departure, and customers may withdraw their agreement within 5 days from the date of notification. If a customer does not withdraw his/her agreement during this period, he/she shall be deemed to have accepted the increased fee and any objections to the changed fee will not be accepted thereafter.

④ Provided that the Photo Tour fee under Paragraph 1, Article 11 above is increased or decreased due to the modified terms of Photo Tour prescribed by Paragraph 1 above, Schauplatz shall settle (refund) the portion of increase or decrease that occurred before the departure 15 days before departure and the portion of increase or decrease that occurred during a Photo Tour no later than 10 days from the end of the Photo Tour, respectively.

⑤ If grounds for compensation occur not because of Paragraph 1 above, but because of modification of the terms of the Photo Tour or cancellation or termination of the agreement as prescribed by Article 13 or 14 below, Schauplatz shall settle (refund) the portion of damage compensation that occurred before the departure 15 days before departure and the portion of damage compensation that occurred during a Photo Tour no later than 10 days from the end of the Photo Tour, respectively.

⑥ A customer who does not receive the services included in the Photo Tour fee (such as accommodation, meals, tour, etc.) because of a cause attributable to him/herself after departure may not claim a refund of the applicable portion of fee.

### **Article 13 Cancellation of Agreement before Departure**

① Schauplatz or a customer may cancel this Photo Tour Agreement before departure. Any damages arising from such cancellation and not prescribed in this Agreement shall be compensated as prescribed by the Consumer Dispute Resolution Standards announced by the Fair Trade Commission of the Republic of Korea.

② Schauplatz or a customer may cancel this Photo Tour Agreement before departure for any of the following reasons without compensating the other party for damages, as prescribed in Paragraph 1 above.

1. Reasons for which Schauplatz can cancel this Agreement:

- A. Causes under Subparagraphs 1 and 3, Paragraph 1, Article 12 above;
- B. When it is acknowledged that a customer has caused trouble for other customers or significantly interrupted successful implementation of the Photo Tour;
- C. When a customer cannot participate in the Photo Tour because of his/her physical condition, such as illness;
- D. When a customer fails to pay the Photo Tour fee as prescribed by Paragraph 3, Article 11 above; or
- E. When a force majeure event (such as an act of God, extreme weather conditions, etc.) occurs; or

2. Reasons for which a customer can cancel this Agreement:

- A. Causes under Subparagraphs 1 and 2, Paragraph 1, Article 12 above;
- B. When a relative of the customer within 3 degrees of kinship has died, provided that the customer provides evidence of such death; or
- C. The Photo Tour cannot be implemented as scheduled and stipulated in the Agreement due to a cause attributable to Schauplatz.

③ If a customer wishes to cancel this Photo Tour Agreement before departure, he/she must notify his/her intention to cancel in writing.

### **Article 14 Termination of Agreement after Departure**

① Schauplatz or a customer may terminate this Photo Tour Agreement after departure for unavoidable causes. However, the terminating party must compensate the other party for any damages suffered. In this case, the amount of damages arising from such termination and not prescribed in this Agreement shall be determined as prescribed by the Consumer Dispute Resolution Standards announced by the Fair Trade Commission of the

Republic of Korea.

② Provided that this Agreement is terminated as prescribed in Paragraph 1 above, Schauplatz shall assist the applicable customer in returning to his/her home. In this case, any costs incurred for such return but not attributable to Schauplatz shall be paid by the customer.

### **Article 15 Start and End of Photo Tour**

Domestic and International Photo Tours shall start from the point of departure and end when a customer reaches the final destination according to the Photo Tour Plan prescribed in Paragraph 1, Article 4.

### **Article 16 (Obligation to Explain)**

Schauplatz must explain the major details and their amendments herein in a way the customer can understand.

### **Article 17 (Insurance)**

Schauplatz must subscribe for an insurance plan or mutual aid or deposit security money for business to indemnify the customer for any damage suffered by the customer in relation to the Photo Tour.

### **Article 18 (Miscellaneous)**

① If a dispute exists over any matter not prescribed herein or interpretation hereof, Schauplatz and the customer shall settle the matter through mutual agreement. If the parties fail to reach such an agreement, applicable law and general business practices shall apply.

② Tours to areas with special circumstances may warrant a different Agreement.

**\* This Photo Tour Agreement has been created based on the standard agreement template of the Fair Trade Commission of the Republic of Korea.**

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